

3828971732

PRODUCER'S CODE EXL	NAME AND ADDRESS OF INSURED Marshall & McLaurin	PREVIOUS POLICY NO. XLX 348 14 91 3-60	POLICY PERIOD AND NUMBER XLX-153 24 75
SEP 24 1952			
ITEM 1. INSURED'S NAME AND ADDRESS (NO., STREET, TOWN, COUNTY, STATE) V. R. Green & Co. 1114 Avenue of the Americas New York, N.Y. 10036			
POLICY PERIOD: 6/30/52 to 6/30/53 RECEIPT FOR PAYMENT OF PREMIUM (SEE DAY 10) IN FULL, EXPIRATION DATE AT THE ADDRESS OF THE INSURED INSURED BY THIS POLICY.			
R/I			
ITEM 2. LIMIT OF LIABILITY: \$ 13,000,000 \$ 12,000,000 EACH OCCURRENCE \$70 \$100,000,000 AGGREGATE			
ITEM 3. UNDERLYING INSURANCE LIMIT OF LIABILITY: \$ 150,000,000 \$ 150,000,000 EACH OCCURRENCE AGGREGATE			
ITEM 4. PREMIUM WAIVER EARLY CHARGE		ITEM 5. ADVANCED PREMIUM: \$ 5,500 ANNUAL MINIMUM PREMIUM: \$ 5,500	
IN THE EVENT OF CANCELLATION BY THE INSURED INSURER, THE COMPANY SHALL RECEIVE AND REFUND NOT LESS THAN \$ AS THE POLICY MINIMUM PREMIUM.			
ITEM 6. SCHEDULE OF UNDERLYING INSURANCE See End't. #1			

FOLLOWING FORM BLANKET EXCESS LIABILITY POLICY

The Company designated above, a stock insurance company, (herein called the "Company") agrees with the insured, named in the declaration, to issue a part thereof, in consideration of the payment of premium and in reliance upon the statements in the declarations and subject to the limits of liability, conditions, conditions and other terms of this policy:

INSURING AGREEMENTS

1. Coverage. To indemnify the insured for the insured's ultimate net loss in excess of the insurance afforded under the blanket excess liability or "umbrella" policies specified in Item 7 of the Declaration, hereinafter called underlying insurance. In full force and effect at the inception of this policy, provided that the insureds for injury to or destruction of property under this policy and underlying policies shall not apply except as respects injury to or destruction of corporeal property, including loss of use thereof.

2. Limit of Liability. The Company shall be liable only for the limit of liability stated in Item 3 of the Declaration in excess of the limit or limits of liability of the applicable underlying insurance policy or policies all as stated in the declarations of this policy. The limit of the liability stated in the declarations as applicable to "each occurrence" shall be the total limit of the Company's liability for all damages sustained as the result of any one occurrence, provided, however, in the event of reduction or exhaustion of the applicable aggregate limit or limits of liability under said underlying policy or policies solely by reason of losses paid thereunder on account of occurrences during this policy period, this

(Continued on Page Two)

policy shall in the event of reduction, apply as excess of the reduced limit of liability thereunder. Subject to the applicable limit of liability as respects each occurrence, the limit of liability stated in the declarations or "aggregate" shall be the total limit of the Company's liability for all damages sustained during each annual period of this policy.

3. Policy Period. This policy applies only to occurrences which take place during the policy period.

DEFINITIONS

"Ultimate net loss" means all sums actually paid, or which shall be paid, in liability adjustment to pay, or damages in settlement or satisfaction of claims or suits for which insurance is effected by this policy, after proper deduction of all recoveries or savings.

CONDITIONS

1. Maintenance of Insured's Insurance. The insured warrants that it is a condition of this policy, that at the inception of this policy, and during its term, the insured shall maintain in full force and effect the underlying insurance policies of insurance for which this policy is issued.

XLX-153 24 75

COUNTERSIGNATURE DATE 9/23/52	COUNTERSIGNATURE OF AUTHORIZED AGENT [Signature]
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BLANKET EXCESS LIABILITY POLICY (FOLLOWING FORM 5902-2-7)

Certain Insurers Tr. Ex.7

**DEFENDANT'S
EXHIBIT**

C.I. - 00141

FFICSC Ex. 9(1)

FFICSC 000248

NYK
95 559 920

Marsh & McLennan

XLX 148 14 91 3-80

ALA- 100 24 10

**BLANKET EXCESS LIABILITY POLICY
(FOLLOWING FORM)**Coverage is provided in the Company designated by number,
a stock insurance Company (herein called the Company)**DECLARATIONS**

ITEM 1. INSURED'S NAME AND ADDRESS (NO., STREET, TOWN, COUNTY, STATE)

W. R. Grace & Co.
1114 Avenue of the Americas
New York, N.Y. 10036

POLICY PERIOD:

6/30/82

6/30/83

ITEM 2. INCEPTION (MO. DAY YR.) EXPIRATION (MO. DAY YR.)
12:01 A.M. STANDARD TIME AT THE ADDRESS OF THE NAMED INSURED AS STATED HEREIN.FIREMAN'S
FUND
INSURANCE
COMPANIES
MAIL ADDRESS
SAN FRANCISCO
CALIFORNIA

01 FIREMAN'S FUND	INSURANCE COMPANY	SAN FRANCISCO, CALIFORNIA
18 THE AMERICAN	INSURANCE COMPANY	HARRISON, NEW JERSEY
07 NATIONAL SURETY	CORPORATION	CHICAGO, ILLINOIS
13 ASSOCIATED INDEMNITY	CORPORATION	SAN FRANCISCO, CALIFORNIA
16 AMERICAN AUTOMOBILE	INSURANCE COMPANY	CHRYSE, OREGON, MISSOURI

**Marsh &
McLennan**

Tel. 212 997-2000

1221 Avenue of the Americas, New York, N.Y. 10020

ITEM 3.	LIMIT OF LIABILITY:		2825.1
	\$ 11,000,000	. EACH OCCURRENCE	P/O \$100,000,000
	\$ 11,000,000	. AGGREGATE	
ITEM 4.	UNDERLYING INSURANCE LIMIT OF LIABILITY		
	\$ 150,000,000	. EACH OCCURRENCE	
	\$ 150,000,000	. AGGREGATE	
ITEM 5.	PREMIUM BASIS		
	Flat Charge		
ITEM 6.	ADVANCE PREMIUM: \$ 5,500 ANNUAL MINIMUM PREMIUM: \$ 5,500		
IN THE EVENT OF CANCELLATION BY THE NAMED INSURED, THE COMPANY SHALL RECEIVE AND RETAIN NOT LESS THAN \$ AS THE POLICY MINIMUM PREMIUM.			
ITEM 7. SCHEDULE OF UNDERLYING INSURANCE:			
See End't. #1			

FOLLOWING FORM BLANKET EXCESS LIABILITY POLICY

The Company designated above, a stock insurance company, (herein called the Company) agrees with the insured, named in the declarations made a part hereof, in consideration of the payment of premium and in reliance upon the statements in the declarations and subject to the limits of liability, exclusions, conditions and other terms of this policy:

INSURING AGREEMENTS

1. Coverage. To indemnify the Insured for the Insured's ultimate net loss in excess of the insurance afforded under the Blanket Excess Liability or "Umbrella" policies specified in Item 7 of the Declarations, hereafter called underlying insurance, in full force and effect at the inception of this policy, provided that the insurance for injury to or destruction of property under this policy and underlying policies shall not apply except as respects injury to or destruction of corporeal property, including loss of use thereof.

2. Limit of Liability. The Company shall be liable only for the limit of liability stated in Item 3 of the Declarations in excess of the limit or limits of liability of the applicable underlying insurance policy or policies all as stated in the declarations of this policy. The limit of the liability stated in the declarations as applicable to "each occurrence" shall be the total limit of the Company's liability for all damages sustained as the result of any one occurrence, provided, however, in the event of reduction or exhaustion of the applicable aggregate limit or limits of liability under said underlying policy or policies solely by reason of losses paid thereunder on account of occurrences during this policy period, this

policy shall in the event of reduction, apply as excess of the reduced limit of liability thereunder. Subject to the applicable limit of liability as respects each occurrence, the limit of liability stated in the declarations as "aggregate" shall be the total limit of the Company's liability for all damages sustained during each annual period of this policy.

3. Policy Period. This policy applies only to occurrences which take place during the policy period.

DEFINITIONS

"Ultimate net loss" means all sums actually paid, or which the Insured is legally obligated to pay, as damages in settlement or satisfaction of claims or suits for which insurance is afforded by this policy, after proper deduction of all recoveries or salvage.

CONDITIONS

1. Maintenance of Primary Insurance. The Insured warrants, and it is a condition of this policy, that at the inception of this policy, insurance afforded by the underlying policies of insurance (apply-

(Continued on Page Two)

COUNTERSIGNATURE DATE	COUNTERSIGNATURE OF AUTHORIZED AGENT
9/23/82 hr	
Tax-Terr Code 06079	

PAGE ONE

5902-2-75

WRG 000000340

FFICSC 000249

(Continued from Preceding Page)

ing as excess over various policies of primary insurance) with combined limits of liability for said underlying insurance stated in item 4 of the declarations, or renewals or replacements thereof not affording coverages other than those at inception of this policy, shall be maintained in full effect during the period of this policy, except for reduction of aggregate limits solely as a result of payment of claims arising out of occurrences during this policy period.

Such underlying insurance is not maintained in full effect by the insured or if there is any change in the scope of coverage under any underlying insurance, the insurance afforded by this policy shall apply in the same manner as though such underlying policies had been so maintained and unchanged.

The insurance afforded by this policy is subject to the same warranties, terms (including the terms used to describe the application of the limits of liability), conditions and exclusions as are contained in the underlying insurance on the effective date of this policy, except, unless otherwise specifically provided in this policy, any such warranties, terms, conditions or exclusions relating to premium, the obligation to investigate and defend, the amount and limits of liability, and any renewal agreement.

2. **Notice of Occurrence.** The Insured shall immediately advise the Company of any occurrence or disaster which will probably result in liability under this policy. The Company shall, nevertheless, be called upon to assume charge of the settlement or defense of any claims made, or suits brought, or proceedings instituted against the Insured, but shall have the right and opportunity to be associated with the Insured in the defense and trial of any such claims, suits or proceedings relative to any occurrence which, in the opinion of the Company, may create liability on the part of the Company under the terms of the policy. If the Company avails itself of such right and opportunity, the Insured and the Company shall cooperate in all respects so as to effect a final determination of the claim or claims.

3. **Payment of Loss.** It is a condition of this policy that the insurance afforded under this policy shall apply only after all underlying insurance has been exhausted. Upon final determination by settlement award or verdict of the liability of the Insured, the Company shall promptly pay the Insured as the Insured shall pay, or be required to pay, the amounts of any losses falling within the terms or limits of this insurance. All losses covered under this policy shall be due and payable by the Company within 30 days after they are respectively claimed and proof of loss filed with the Company in conformity with this policy. Bankruptcy or insolvency of Insured shall not relieve the Company of any of its obligations under.

4. **Payment of Expenses.** Loss expenses and legal expenses, including court costs and interest, if any, which may be incurred by the

Insured with the consent of the Company in the adjustment or defense of claims, suits or proceedings shall be borne by the Company and the Insured in the proportion that each party's share of loss bears to the total amount of said loss. Loss expense hereunder shall not include salaries and expense of the Insured's employees incurred in investigation, adjustment and litigation.

5. **Appeal.** In the event the Insured or any underlying insurer elects not to appeal a judgment in excess of the amount of the underlying insurance, the Company may elect to appeal at its expense and shall be liable for the expenses incidental thereto, but in no event shall the liability of the Company for ultimate net loss exceed the amount set forth in the policy plus the expenses incidental to such appeal.

6. **Subrogation.** In the event of any payment of this policy, the Company shall be subrogated to all the Insured's rights of recovery thereafter against any person or organization and the Insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The Insured shall do nothing after loss to prejudice such rights.

Any amount recovered as subrogation shall be apportioned in the inverse order of payment of loss to the extent of actual payment. The expenses of all such recovery proceedings shall be apportioned in the ratio of respective recoveries. If there is no recovery in proceedings conducted solely by the Company, the Company shall bear the expenses thereof.

7. **Premium.** The premium for this policy shall be computed upon the basis stated in the Declarations. The advance premium stated in the Declarations, unless otherwise specified is an estimated premium only. Upon termination of this policy the earned premium shall be computed and if the earned premium is more than the advance premium paid, the Named Insured shall pay the excess to the Company; if less, the Company shall return to the Named Insured the unearned portion, subject to the annual minimum premium stated in the Declarations for each twelve months of the policy period, and subject further to the policy minimum premium as stated in the Declarations.

8. **Cancellation.** This policy may be cancelled by either party upon 30 days' notice in writing to the other stating the date cancellation shall be effective. If cancellation is at the request of the Insured, adjustment of premium shall be at short rate, and if cancelled by the Company, adjustment shall be made pro rata. However, in the event of cancellation or termination of the underlying insurance, this policy shall cease to apply at the same time without notice to the Insured. Notice shall be given by the Company to the Insured at the address shown in the declarations. Payment or tender of unearned premium is not a condition of cancellation.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(BROAD FORM)

It is agreed that the policy does not apply:

I. Under any Liability Coverage, to injury, sickness, disease, death or destruction

(a) with respect to which an Insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

II. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if

(a) the nuclear material (1) is at any nuclear facility owned by, operated by or on behalf of, an insured or (2) has been discarded or dispersed therefrom;

(b) nuclear material is contained in spent fuel or waste at a site possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or

(c) the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.

III. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or byproduct material;

"source material," "special nuclear material," and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means and fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;

"nuclear facility" means

(a) any nuclear reactor,

(b) any equipment or device designed or used for (1) separating

108 TWO

(Continued on Next Page)

C.I. - 00142

FFICSC 000250

(Continued from Preceding Page)

the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste, (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235, (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

IN WITNESS WHEREOF, FIREMAN'S FUND INSURANCE COMPANY has caused this Policy to be signed by its President and Secretary but this Policy shall not be valid unless countersigned by a duly authorized Agent of the Company.

John Benedict

SECRETARY

Myron R. Brown

PRESIDENT

FINAL PAGE

C.I. - 00143

FFICSC 000251

3328971743 (X)

SCHEDULE OF UNDERLYING INSURANCE

#1

INSURED	W.R. Grace & Co.	POLICY NUMBER	3-80 XLX 153 24 75
PRODUCER	Marx & McLennan	EFFECTIVE DATE	6/30/82

\$5,000,000 XS Primary

London \$ 4,000,000
Transit Casualty \$ 1,000,000

\$20,000,000 XS \$5,000,000

London \$11,250,000
Transit Casualty \$ 4,750,000
Granite State \$ 4,000,000

\$50,000,000 XS \$25,000,000

London \$16,000,000
A.I.U. \$ 4,000,000
Hartford \$ 1,500,000
Granite State \$10,000,000
Transit Casualty \$14,000,000
Carling Kenton \$ 1,000,000
National Union \$ 1,000,000
Integrity \$ 2,000,000
Guarantee \$ 500,000

ONE OF THE
FIDELITY FUND INSURANCE COMPANIES
AS NAMED IN THE POLICY

Myron R. Carr
PRESIDENT 10%

COUNTERSIGNATURE OF AUTHORIZED AGENT

180001-1-88

C.I. - 00154

FFICSC 000252

328971737

SCHEDULE OF UNDERLYING INSURANCE

INSURED - W.R. Grace & Co.	POLICY NUMBER 3-80 XIX 153 24 75
PRODUCER Marsh & McLennan	EFFECTIVE DATE 6/30/82

\$75,000,000 XS \$75,000,000

London	\$10,000,000
Transit Casualty	\$4,000,000
Am. Centennial	\$5,000,000
National Union	\$16,000,000
Ideal Mutual	\$3,000,000
Granite State	\$8,500,000
Hartford	\$3,000,000
Fireman's Fund	\$4,000,000
Centennial	\$4,000,000
Midland	\$3,000,000
Birmingham	\$2,000,000
Assoc. Int'l	\$5,000,000
Guarantee	\$3,000,000
Allianz	\$1,000,000
Zurich	\$3,500,000

ONE OF THE
FIREMAN'S FUND INSURANCE COMPANIES
AS NAMED IN THE POLICY

Myron A. Davis
PRESIDENT

COUNTERSIGNATURE OF AUTHORIZED AGENT

180001-1-82

C.I. - 00148

FFICSC 000253

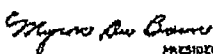
3328971742

Architects, Engineers or Surveyors-Professional Liability Exclusion

12

It is agreed that this policy shall not apply to any liability arising out of any professional services performed by or for the insured, including, but not limited to

- (a) the preparation or approval of maps, plans, opinions, reports, surveys, designs or specifications and
- (b) Supervisory, inspection or engineering services

3-80 XLX 153 24 75	INSURED W.R. Grace & Co.	EFFECTIVE 6/30/82
ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES AS NAMED IN THIS POLICY		PRODUCER
 PRESIDENT		COUNTERSIGNATURE OF AUTHORIZED AGENT

180007-6-45 SETS

C.I. - 00153

FFICSC 000254

3328971741

AMENDATORY ENDORSEMENT - LIMIT OF LIABILITY

#3

INSURED W.R. Grace & Co.	POLICY NUMBER 3-80 XII 153 24 75
PRODUCER Marsh & McLennan	EFFECTIVE DATE 6/30/82

In consideration of the premium charged, it is agreed Insuring Agreement 2, Limit of Liability, is changed to read as follows:

2. Limit of Liability.

The Company shall be liable only for the limit of liability stated in Item 3 of the Declarations in excess of the limit or limits of liability of the applicable underlying insurance policy or policies all as stated in the declarations of this policy. The limit of the liability stated in the declarations as applicable to "each occurrence" shall be the total limit of the Company's liability for all damages sustained as the result of any one occurrence, provided, however, in the event of reduction or exhaustion of the applicable aggregate limit or limits of liability under said underlying policy or policies solely by reason of losses paid thereunder on account of occurrences during this policy period, this policy shall in the event of reduction, apply as excess of the reduced limit of liability thereunder. Subject to the applicable limit of liability as respects each occurrence, the limit of liability stated in the declarations as "aggregate" shall be the total limit of the Company's liability for all damages sustained during each annual period of this policy because of (i) personal injury and property damage arising out of the completed operations, hazard and products hazard combined; or (ii) advertising whenever occurring by whatever media; or account of all occurrences; or (iii) injury arising out of any hazard, other than as described in (i) and (ii), to which the underlying policy affords coverage subject to an aggregate limit and to which this policy also applies.

All other terms and conditions of the policy remain the same and unchanged.

ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES AS NAMED IN THE POLICY	<i>Myron A. Lane</i> PRESIDENT	COUNTERSIGNATURE OF AUTHORIZED AGENT
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100001-1-82

C.I. - 00152

FFICSC 000255

3328971740

CANCELLATION AMENDMENT ENDORSEMENT (EXCESS UMBRELLA)

#4

It is hereby understood and agreed that the first (1st) sentence of Condition 8, CANCELLATION, is voided and replaced by the following:

"This policy may be cancelled by either party upon forty five (45) days thirty (30) days notice with respect to cancellation for non-payment of premium, in writing to the other stating the date cancellation shall be effective."

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

POLICY NUMBER 3-80 XLX 153 24 75	SIGNED W.R. Grace & Co.	EFFECTIVE 6/30/82
ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES AS NAMED IN THE POLICY <i>Myron R. Bann</i> PRESIDENT		COUNTERSIGNATURE OF AUTHORIZED AGENT

180009-4-85 SETS

C.I. - 00151

FFICSC 000256

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2829.1

Endt. #5

"It is agreed that except only with respect to policy period, premium, limits of liability and architects, engineers or surveyors professional liability exclusion, this policy is hereby amended to follow all the terms, conditions, definitions, and exclusions of the first layer umbrella policy (London and various British) KY017582 and all renewals and replacements thereof."

POLICY NUMBER	INSURED	EFFECTIVE
3-80 XLX 153 24 75	W.R. Grace & Co.	6/30/82
ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES AS NAMED IN THE POLICY	PRODUCER	
<i>Myron A. Bann</i> PRESIDENT	Marsh & McLennan COUNTERSIGNATURE OF AUTHORIZED AGENT <i>[Signature]</i>	
180009-6-65 SETS	10-X	

WRG 000000346

FFICSC 000257

3328971730

NOTICE OF REINSTATEMENT

POLICY NUMBER	EFFECTIVE DATE OF REINSTATEMENT	ISSUING OFFICE	DATE MAILED
XIX 153 24 75a	1-20-83	WJES NY	2-4-83

We are pleased to tell you that your policy, which was canceled, is reinstated. The reinstated policy is effective on the date listed above at the standard time specified in your policy.

The policy was not in force if time elapsed between the cancellation and the reinstatement.

NAME AND ADDRESS OF INSURED

W R Grace and Co
1114 Ave of the Americas
New York, NY 10036

NAME AND ADDRESS OF
MORTGAGEE, LIENHOLDER OR LOAN PAYEE

Code:

AGENT OR BROKER
31 559 920
Marsh and McLannan
1221 Avenue of the Americas
New York, NY 10020

☐ FIREMAN'S FUND
INSURANCE COMPANY
☐ THE AMERICAN
INSURANCE COMPANY

☐ NATIONAL SURETY
CORPORATION
☐ 2100 NORTH INDEPENDENCE
CORPORATION
☐ AMERICAN AUTOMOBILE
INSURANCE COMPANY

AUTHORIZED SIGNATURE

485080-3-60

BRANCH COPY

C.I. - 00160

FFICSC 000258

332897173

NOTICE OF CANCELLATION OR NONRENEWAL

If this notice affords a greater period of notice than that specified in the policy contract, the provisions of this notice shall control.

EFFECTIVE DATE OF CANCELLATION OR TERMINATION	ISSUING OFFICE	DATE MAILED
2/20/83	NJPS NY	12/21/82

If this notice applies to a policy that provides the insurance coverage and you have trouble replacing it, contact your agent or broker. You may be eligible for coverage thru the Fair Access to Insurance Requirements Plan (FAIR Plan), if the plan is available in your state.

POLICY NUMBER AND NAME AND ADDRESS OF INSURED

KLA 153 24 75
W. L. Dragg & Co.
1114 Avenue of the Americas
New York NY 10036

INSURED'S POLICY NUMBER AND NAME AND ADDRESS OF MORTGAGEE OR LOAN PAYEE

APPLICABLE PARAGRAPH IS MARKED ☒

☒ CANCELLATION: We must tell you that your policy will be cancelled on the effective date listed in this notice at the standard time specified in your policy. Any claim originating prior to this date will not be collected by this cancellation. Any unexpired premium due you will be refunded if it does not accompany this notice. If you have not discussed your continued insurance protection with your agent or broker, please contact him about other insurance plans. We are sorry that protection cannot be continued.

☐ NONRENEWAL: We wish to notify you that your current insurance policy will not be renewed and your coverage will end on the termination date shown above, at the standard time specified in your policy. If you have not discussed your continued insurance protection with your agent or broker, please contact him about other insurance plans. We are sorry that protection cannot be continued.

☐ CANCELLATION - NONPAYMENT OF PREMIUM \$5500.00
Because we have not received the balance due, we must tell you that your policy will be cancelled on the effective date listed in this notice at the standard time specified in your policy. Any claim originating prior to this date will not be collected by this cancellation. If you are entitled to any unexpired premium that does not accompany this notice it will be refunded. We are sorry that your protection cannot be continued under this policy. If the amount due is received in our office before the effective date of cancellation, your policy will be fully reinstated. Please send the payment to ☐ the Company ☒ your agent or broker.

AGENT OR BROKER
Code: 31 559 920
Marsh & McLennan
1221 Avenue of the Americas
New York NY 10020

☐ FIREMAN'S FUND INSURANCE COMPANY
☐ THE AMERICAN INSURANCE COMPANY
☐ NATIONAL SURITY CORPORATION
☐ ASSOCIATED INDEMNITY CORPORATION
☐ AMERICAN AUTOMOBILE INSURANCE COMPANY

AUTHORIZED SIGNATURE

BRANCH COPY

C.I. - 00161

FFICSC 000259

BLANKET EXCESS LIABILITY POLICY (FOLLOWING FORM)

Coverage is provided in the Company designated by number,
a stock insurance company (herein called the Company)

DECLARATIONS

1. INSURED'S NAME AND ADDRESS (NO., STREET, TOWN, COUNTY, STATE)



01 FIREMAN'S FUND
INSURANCE COMPANY SAN FRANCISCO, CALIFORNIA
18 THE AMERICAN
INSURANCE COMPANY HARTSFORD, NEW JERSEY
07 NATIONAL SURETY
CORPORATION CHICAGO, ILLINOIS
13 ASSOCIATED INDEMNITY
CORPORATION SAN FRANCISCO, CALIFORNIA
16 AMERICAN AUTOMOBILE
INSURANCE COMPANY CREVE COEUR, MISSOURI

POLICY PERIOD:

ITEM 2. INCEPTION (MO, DAY, YR.) EXPIRATION (MO, DAY, YR.)
FIRST A.M., STANDARD TIME AT THE ADDRESS OF THE NAMED INSURED AS STATED HEREIN.

ITEM 3. LIMIT OF LIABILITY:	
\$	EACH OCCURRENCE
\$	AGGREGATE
ITEM 4. UNDERLYING INSURANCE LIMIT OF LIABILITY	
\$	EACH OCCURRENCE
\$	AGGREGATE
ITEM 5. PREMIUM BASIS	ITEM 6. ADVANCE PREMIUM: \$
\$	ANNUAL MINIMUM PREMIUM: \$
THE EVENT OF CANCELLATION BY THE NAMED INSURED, THE COMPANY SHALL RECEIVE AND RETAIN NOT LESS THAN \$	
THE POLICY MINIMUM PREMIUM.	
7. SCHEDULE OF UNDERLYING INSURANCE:	

FOLLOWING FORM BLANKET EXCESS LIABILITY POLICY

The Company designated above, a stock insurance company, (herein called the Company) agrees with the insured, named in the declarations, made a part hereof, in consideration of the payment of premium and in reliance upon the statements in the declarations and subject to the limits of liability, exclusions, conditions and other terms of this policy:

INSURING AGREEMENTS

1. Coverage. To indemnify the Insured for the Insured's ultimate net loss in excess of the insurance afforded under the Blanket Excess Liability or "Umbrella" policies specified in Item 7 of the Declarations, hereinafter called underlying insurance, in full force and effect at the inception of this policy, provided that the insurance for injury to, or destruction of property under this policy and underlying policies shall not apply except as respects injury to or destruction of corporeal property, including loss of use thereof.

2. Limit of Liability. The Company shall be liable only for the limit of liability stated in Item 3 of the Declarations in excess of the limit or limits of liability of the applicable underlying insurance policy or policies as stated in the declarations of this policy. The limit of the liability stated in the declarations as applicable to "each occurrence" shall be the total limit of the Company's liability for all damages sustained as the result of any one occurrence; provided, however, in the event of reduction or exhaustion of the applicable aggregate limit or limits of liability under said underlying policy or policies solely by reason of losses paid thereon account of occurrences during this policy period, this

policy shall in the event of reduction, apply as excess of the reduced limit of liability thereunder. Subject to the applicable limit of liability as respects each occurrence, the limit of liability stated in the declarations as "aggregate" shall be the total limit of the Company's liability for all damages sustained during each annual period of this policy.

3. Policy Period. This policy applies only to occurrences which take place during the policy period.

DEFINITIONS

"Ultimate net loss" means all sums actually paid, or which the insured is legally obligated to pay, as damages in settlement or satisfaction of claims or suits for which insurance is afforded by this policy, after proper deduction of all recoveries or salvage.

CONDITIONS

1. Maintenance of Primary Insurance. The Insured warrants, and it is a condition of this policy, that at the inception of this policy, insurance afforded by the underlying policies of insurance (apply-

(Continued on Page Two)

COUNTERSIGNATURE DATE	COUNTERSIGNATURE OF AUTHORIZED AGENT
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PAGE ONE

5902-2-72

IV-D

C.I. - 00162

FFICSC 000260

RISK SUMMARY

3328971744 C

NEW ☐ RENEWAL ☒ UMBRELLA ☐ EXCESS ☒ OTHER ☐
 INSURED: W.R. Grace & Co PERIOD: 6/30/52 TO 83
1114 Ave. of the Americas ASSIGNED #: XLV-1532475
New York, N.Y. 10036
 PRODUCER: Marsh & McLennan APP: Thomas Evans
 POLICY LIMIT: 11M Ph 100M Ys 150M SIR: N/A PREMIUM: 5500
 ENDORSEMENTS: TOTAL NUMBER () COMMISSION: 10%
same as expiring
schedule of underlying - see attached
 TREATY LIMITS 7 ABA LIMITS N/A ABA FORM COMPLETED ☐
 REQUEST COPY OF FIRST UMBRELLA Yes FACULTATIVE REINSURANCE: YES ☒ NO ☐
 FACULTATIVE RECAP
 FIREMAN'S FUND RETENTION: 7,000,000
 FACULTATIVE PARTICIPANTS (QUOTA SHARE UNLESS INDICATED OTHERWISE)

CERTIFICATES RECD. & CHECKED	CONTACT & COMPANY	ASSIGNED CERT. #	LIMIT	GROSS PREMIUM	CEDING COMMISSION
	<u>Mu (Steve Moroney)</u>		<u>4M</u>	<u>2000</u>	<u>22.5%</u>

CODING PERCENTAGES:

AUTO	BI	PD
ALL OL&T	BI	PD
CONTRACTORS	BI	PD
ALL OTHER M&O	BI <u>65</u>	PD <u>35</u>
ALL PRODUCTS	BI	PD

CLEARANCE -- COMPLETED

N.Y. ☒BRANCH ☐
 UNDERWRITER: Frank S. Moroney for Kevin Tally
9-20-52

C.I. - 00155

FFICSC 000261

3328971745

ENTRY INSTRUCTIONS

3 SR - CASUALTY - 7-82

CEDED REINSURANCE

ENTRY TRANSACTION NUMBER		ALLOCATION OF LIMITS		TOTAL POLICY LIMIT		E & SR TREATY LIMIT		E & SR SURPLUS TREATY LIMIT	
ORIGINAL	NEW NO	REVISION	LET DATE	POLICY NUMBER					
<input checked="" type="checkbox"/>				XLX 153 274 75	11,000,000	7,000,000			
BRANCH		INSURED		DROSE		PREMIUM ASSOCIATION			
NYK		W. R. Grace		<input checked="" type="checkbox"/> ADDITIONAL <input type="checkbox"/> RETURN PREMIUM DUE		CODE 25 05 OF 64 OF DROSE PREMIUM TO TREATY 27 COMM 28 31%		CODE 100 OF 100 OF DROSE PREMIUM TO TREATY 27 COMM 28 31%	
3-80									
101	CLASS	RISK CLASS		PRODUCER'S					
				COMM - 10					
701	11111	01 MECHANICAL RISK	02 OTHER	CLASS	01252	00 OTHER NAC			
0789	01 NAME OF PROD WORKMAN	02 CONTACT	04 NON APP	00 OTHER					
702	48302	01 RADIO	02 TELEVISION	CLASS	73110	01 ADVERTISING	02 ADV AGENCY	COVER	CLMS MADE DATE
73320	01 CM SUN	10 PAPER	11 CASH	00 OTHERS					
87774	01 CPA	04 ANCHS ENG	00 OTHERS	COVER					
80888	01 PAY KNOG DENT	02 HOSPITAL	03 ALL OTHER MEDICAL PROF	COVER					
APPLICABLE TO 701-702		POLICY LIMITS		E & SR TREATY LIMITS					
711	7020	01 TRANSPORT	02 OTHER COMMERCIAL						
7000	01 BUSES	02 OTHER PUBLIC							
01262	00 ALL OTHER								
77774	00 ALL PRODUCTS								
70774	01 CPA	04 ANCHS ENG	00 OTHERS	COVER					
70888	01 PAY KNOG DENT	02 HOSPITAL	03 ALL OTHER MEDICAL PROF	COVER					
03888	00 ALL OTHER								
ACCESS POLICY LIMITS		PRIMARY PD LIMITS		TREATY PD LIMITS					
712	7020	01 TRANSPORT	02 OTHER COMMERCIAL						
7000	01 BUSES	02 OTHER PUBLIC							
01262	00 ALL OTHER								
77774	00 ALL PRODUCTS								
70774	01 CPA	04 ANCHS ENG	00 OTHERS	COVER					
70888	01 PAY KNOG DENT	02 HOSPITAL	03 ALL OTHER MEDICAL PROF	COVER					
ACCESS POLICY LIMITS		PRIMARY PD LIMITS		TREATY PD LIMITS					

UNDERWRITER

[Signature]

DATE

9/23/62

DOES OUTSIDE REINSURANCE APPLY?

☐ NO ☒ YES - SEE REVERSE SIDE

3828971746

C

MORE ENTRY INSTRUCTIONS (CONTINUED FROM REVERSE SIDE)

FACULTATIVE CEDED REINSURANCE

REINSURER		LIABILITY (PERCENT OR DOLLARS)	PREMIUM TO REINSURER		REINS. COMM.
REINSURER	H.B.G. MANOVER RE GERMANY	4,000,000	B.L.	P.D.	2 2 1/2
MAILING ADDRESS	C/O ESRH INC.		1300	700	
	SAN FRANCISCO				
	NEW YORK				
	CHICAGO				
REINSURANCE CERT. NO.					
PAY PREMIUM TO REINS. COMPANY					(INCLUDING TAX & BOARD)
REINSURER			B.L.	P.D.	
MAILING ADDRESS					
REINSURANCE CERT. NO.					
PAY PREMIUM TO					(INCLUDING TAX & BOARD)
REINS. COMPANY REINS. BROKER PRODUCER					
REINSURER			B.L.	P.D.	
MAILING ADDRESS					
REINSURANCE CERT. NO.					
PAY PREMIUM TO					(INCLUDING TAX & BOARD)
REINS. COMPANY REINS. BROKER PRODUCER					

TO: CLAIMS (FOR CLAIMS DEPARTMENT USE ONLY)

1. IF LIABILITY CEDED BLOCK ABOVE INDICATES "FIRST LOSS-100% OF..." THE FACULTATIVE REINSURER HAS ASSUMED 100% OF LIMIT AND COVERAGES INDICATED. IF APPLICABLE, ALLOCATE THIS PORTION OF TOTAL POLICY LOSS FIRST, THEN PROCEED AS INDICATED BELOW.

2. DISTRIBUTE THAT PART OF THE TOTAL POLICY LOSS (RESERVE OR PAYMENTS) ALLOCATED TO THE E & SR TREATY AS FOLLOWS

E & SR TREATY'S (NOT E & SR SURPLUS TREATY) SHARE OF LOSS AS SHOWN UNDER CEDED REINSURANCE IN THE SPACE TITLED "E & SR TREATY LIMIT" ON REVERSE SIDE	LOSS ALLOCATION	
	FIREMAN'S FUND'S SHARE (NET TO F.F.)	REINSURANCE SHARE
FIRST \$1,000,000 OF LOSS TO E & SR TREATY	50% OF LOSS	50% OF LOSS
NEXT \$2,000,000 OF LOSS TO E & SR TREATY	25% OF LOSS	75% OF LOSS
NEXT \$2,000,000 OF LOSS TO E & SR TREATY	25% OF LOSS	75% OF LOSS
NEXT \$5,000,000 OF LOSS TO E & SR TREATY	10% OF LOSS	90% OF LOSS

3. ALLOCATE REMAINING PORTION OF TOTAL LOSS (IF ANY) AS PER THE PERCENTAGE (OR DOLLARS) SHOWN UNDER CEDED REINSURANCE IN THE SPACE TITLED "E & SR SURPLUS TREATY LIMIT" ON THE REVERSE SIDE AND FACULTATIVE REINSURANCE (IF SHOWN ABOVE)

ENTRY DEPARTMENT—REFER TO REVERSE SIDE FOR CODING INSTRUCTIONS.

C.I. - 00157

FFICSC 000263